

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF COOK

THIS AGREEMENT made this the ____ day of October, 2020, between THE COOK COUNTY BOARD OF COMMISSIONERS, hereinafter called LANDLORD and CALLED TO CARE, INC., hereinafter called LESSEE, with express permission from current tenant, COOK COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES.

WITNESSETH: That LANDLORD is the fee simple owner of the property located at 1010 S. Hutchinson Ave., Adel, Cook County, Georgia 31620 which is home to Cook County Department of Children and Family Services and more particularly described in the attached Exhibit "A". Located thereon is an outbuilding in the north western corner of the property roughly 30 feet by 30 feet in size. Said building is more particularly illustrated in the attached Exhibit "B".

That LANDLORD has the authority to lease ground space to second parties for the purpose of providing benefits to local foster children and families.

That LANDLORD and LESSEE are now mutually desirous to enter into a lease agreement for the outbuilding described in Exhibit "B" on the above referenced property for the purpose of LESSEE storing and distributing items to be used for the care of Cook County foster children and families.

That each party has the lawful authority to enter into a lease agreement for use of the premises.

For and in consideration of One Dollar and other valuable consideration in hand paid by LESSEE to LANDLORD, the receipt and sufficiency of which is hereby

acknowledged, LANDLORD does hereby rent and lease to LESSEE for its exclusive use and possession the above described outbuilding.

LESSEE shall be allowed to use said premises and shall have full rights of ingress and egress thereto and shall allow LANDLORD and Cook County Department of Children and Family Services full rights of ingress and egress thereto and to all surrounding premises.

The parties hereto, for themselves and their successors and permitted assigns, hereby covenant and agree as follows:

1. TERM: The initial term of this Lease shall commence on November 1, 2020, and shall terminate on October 31, 2021. This Lease shall automatically renew for consecutive additional one year terms for an additional three years, unless terminated as provided herein. Each one year term shall automatically renew at the end of said term unless either party chooses not to renew by providing the following notices: Either party shall notify the other party of its intent not to renew by providing written notice no less than sixty (60) days prior to the expiration of the then existing term.

2. RENT: In consideration for use of the premises LESSEE agrees to provide the local community the following services: The premises shall be used exclusively for storage and distribution of household items and necessities used to help local foster children and families in need. There shall be no monetary rent due so long as LESSEE continues to provide the foregoing benefits to the local community.

3. During the term of this Lease, the premises shall be used exclusively by LESSEE to operate the Called to Care division of Cook County. LESSEE shall not use the premises for any other purpose; nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to damage said property or decrease the value thereof.

4. LESSEE shall have access to and full enjoyment to the surrounding designated parking upon execution of this Lease. All operations of the LESSEE on the leased premises shall be the sole responsibility of LESSEE and LANDLORD shall have no liability for any injury or damage to person or property and LESSEE agrees to be solely responsible for any such damage or injury and LESSEE agrees to indemnify and hold LANDLORD harmless from any claim thereof.

LESSEE further agrees to repair or replace any damage to the premises caused by its or its agent(s)/employee(s)/patron(s) use.

5. LESSEE hereby agrees that it will not assign, sublet or permit the property or any part thereof to be used by others without the prior written consent of the LANDLORD.

6. Any actions or disputes arising out of this Lease shall be subject to venue and jurisdiction of the Cook County Superior Court.

7. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

Landlord: Cook County Board of Commissioners
Attn: Faye Hughes
1200 S. Hutchinson Ave.
Adel, Georgia 31620

Lessee: Called to Care, Inc.

9. This Lease is the entire contract of the parties hereto and no representations, agreements, inducements, or promises between the parties or their agents not embodied herein shall be of any force or effect. This Lease shall be binding on and inure to the benefit of the heirs, representatives and assigns of the parties hereto and same shall not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COOK COUNTY BOARD OF COMMISSIONERS

BY: _____ (Seal)
JEFF LANE, CHAIRMAN

ATTEST: _____

Signed, Sealed and Delivered
In the presence of:

Witness

Notary Public

CALLED TO CARE, INC.

BY: _____ (Seal)
NAME:
ITS:

Signed, Sealed and Delivered
In the presence of:

Witness

Notary Public

EXHIBIT "A"